

Exhibit “A”

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

STAMBAUGH’S AIR SERVICE, INC.,	:	
	:	
Plaintiff	:	
v.	:	CASE NO. 1:CV-00-0660
	:	
SUSQUEHANNA AREA REGIONAL	:	Judge Yvette Kane
AIRPORT AUTHORITY, BAA	:	Magistrate Judge J. Andrew Smyser
HARRISBURG, INC., DAVID FLEET,	:	
individually, DAVID HOLDSWORTH,	:	
individually, and DAVID C. McINTOSH,	:	
individually,	:	
Defendants	:	

**PLAINTIFF STAMBAUGH’S AIR SERVICE, INC.’S
FIRST SET OF
REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANTS**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Plaintiff, Stambaugh’s Air Service, Inc. (“Stambaugh’s”) requests that within thirty (30) days of service of these Request, Defendants Susquehanna Area Airport Authority (“SARAA”), BAA Harrisburg, Inc. (“BAA”), David Fleet (“Fleet”), David Holdsworth (“Holdsworth”), and David C. McIntosh (“McIntosh”) answer the following Interrogatories fully and separately in writing, under oath.

DEFINITIONS

1. “Defendants” or “you” refers to Defendants SARAA, BAA, Fleet, Holdsworth, and McIntosh, and to each of their representatives, agents and attorneys.
2. “Stambaugh’s” or “Plaintiff” refers to the named plaintiff, its employees, agents of any other person or entity authorized to act for or on behalf of Plaintiff.
3. “FBO” shall mean fixed base operator.

4. "HIA" refers to Harrisburg International Airport.

5. "RFQ" refers to the October 5, 1999 Request for Qualifications issued by some or all of the defendants.

6. "AERO" refers to AERO Services International Incorporated.

7. "AMP Hangar" refers to a hangar located at HIA and which was previously owned by the AMP Corporation and which has been purchased by SARAA.

8. "Identify," when used in reference to a natural person, means to state his or her name, present or last known address and telephone number, present or last known employer and his or her employer's address, and position or job title at time of employment.

9. "Identify" or "Identification" shall mean, when used in reference to any document, to:

- a. state the type of document (e.g., letter, memorandum, telegram, etc.);
- b. state its date;
- c. state its title, if any;
- d. describe its general subject matter and contents;
- e. identify the present location(s) and custodian(s) of the original and all known copies of said document;
- f. identify its author or originator;
- g. if the document is no longer in your possession, identify its last known custodian, describe the circumstances under which it passed from your control to that

person, and identify each person having knowledge of such circumstances and/or each person having knowledge of such circumstances and/or the present location of the document; and/or

h. in lieu of identifying the document in the manner set forth above, attach a copy of the document in question to your response to these interrogatories.

10. "Document" as used herein shall mean and include without limitation, all writings of any kind, including the original and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise (including, without limitation, correspondence, memoranda, notes, diaries, contracts, statistics, letters, telegrams, minutes, reports, studies, checks, statements, receipts, returns, summaries, pamphlets, books, interoffice and intra-office correspondence, electronic mail, offers, notations of any sort of conversations, meetings or other communications, bulletins, printed matter, computer printouts, teletype, telefax, invoices, purchase orders, worksheets, and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or oral records or representations of any kind (including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape recordings, motion pictures), any electronic, mechanical, or electrical records or representations of any kind (including without limitation, tapes, cassettes, disks, and recordings). The term "document" means each document which is or was in the possession, custody or control of plaintiff or his agents or representatives, including counsel, and each document known by plaintiff to have existed or which presently exists.

REQUEST

1. Complete copies of all audited financials for the years 2000; 2001; 2002; 2003; 2004 and 2005, including, but not limited, reports, graphs, charts and all related documents.

ANSWER:

Respectfully submitted,

CUNNINGHAM & CHERNICOFF, P.C.

Dated: 12/22/06

By: 

Jordan D. Cunningham, Esquire
PA I.D. No. 23144
2320 North Second Street
Harrisburg, PA 17110
Telephone: (717) 238-6570
Attorneys for Plaintiff

Exhibit “B”

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

STAMBAUGH'S AIR SERVICE, INC.,	:	
	:	
Plaintiff	:	
v.	:	CASE NO. 1:CV-00-0660
	:	
SUSQUEHANNA AREA REGIONAL	:	Judge Yvette Kane
AIRPORT AUTHORITY, BAA	:	Magistrate Judge J. Andrew Smyser
HARRISBURG, INC., DAVID FLEET,	:	
individually, DAVID HOLDSWORTH,	:	
individually, and DAVID C. McINTOSH,	:	
individually,	:	
Defendants	:	

**PLAINTIFF STAMBAUGH'S AIR SERVICE, INC.'S
SECOND SET OF
REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANTS**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Plaintiff, Stambaugh's Air Service, Inc. ("Stambaugh's") requests that within thirty (30) days of service of these Request, Defendants Susquehanna Area Airport Authority ("SARAA"), BAA Harrisburg, Inc. ("BAA"), David Fleet ("Fleet"), David Holdsworth ("Holdsworth"), and David C. McIntosh ("McIntosh") answer the following Interrogatories fully and separately in writing, under oath.

DEFINITIONS

1. "Defendants" or "you" refers to Defendants SARAA, BAA, Fleet, Holdsworth, and McIntosh, and to each of their representatives, agents and attorneys.
2. "Stambaugh's" or "Plaintiff" refers to the named plaintiff, its employees, agents of any other person or entity authorized to act for or on behalf of Plaintiff.
3. "FBO" shall mean fixed base operator.

REQUEST

1. Complete copies of all Fuel Flowage Reports for both Commercial and General Aviation submitted to the F.A.A. by Defendants from January 1, 1999 through present, including, but not limited, reports, graphs, charts and all related documents.

ANSWER:

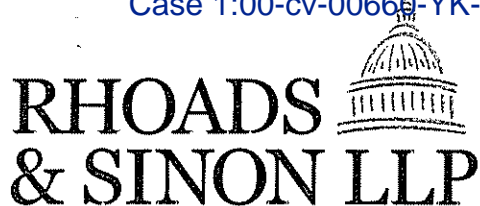
Respectfully submitted,

CUNNINGHAM & CHERNICOFF, P.C.

Dated: June 14, 2007

By: /s/ Jordan D. Cunningham, Esquire
Jordan D. Cunningham, Esquire
PA I.D. No. 23144
2320 North Second Street
Harrisburg, PA 17110
Telephone: (717) 238-6570
Attorneys for Plaintiff

Exhibit “C”



Dean F. Piermattei
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FILE NO: 6216.5

June 25, 2007

Re: Stambaugh v. SARAA

Jordan Cunningham, Esquire
Cunningham & Chermicoff, P.C.
2320 N. 2nd Street
Harrisburg, PA 17110

VIA: Hand Delivery

Dear Jordan:

While I understand you are on vacation, you directed me to deal with your associate who will be attending the deposition. I am providing to you, via hand delivery, to your associate, this date, additional documents, some of which you may already have in your possession. This should be considered a formal supplement to our discovery responses. Enclosed are the following:

1. Documents Bates numbered SARAA07168-07287 (will be used as deposition exhibit);
2. A disc containing information relating to building repairs from 1998 – 2007;
3. Areo Contract with SARAA (will be used as deposition exhibit). I believe this is already contained in your client's records, however, I am providing it again for the sake of completeness);
4. requested fuel flowage records for HIA from January 2000 through 2006;

Additionally, you also requested whether any of the Authority's witnesses would be available on Saturday, June 30, 2007. I will be out of town for the holiday weekend, but Heather Kelly from my office is available to defend these depositions. Belinda Svirbely is available, and I am waiting to hear back from Fred Testa. We do not intend to call Tom Peiffer as a witness.

There remain outstanding problems with the documents produced by your client. First, Plaintiff has only produced consolidated financial information for a three year period. However, they have alleged continuing damages. Accordingly, we need all consolidated financials through the present. Moreover, we are still awaiting documentation supporting many of the categories of damages that have been pled in the Second Amended Complaint. You indicated that Mark Stambaugh will be producing additional documents during his deposition today. We will review those, and, to the extent that any deficiencies remain, will seek a conference with Magistrate Smyser.

June 25, 2007

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Thank you for your prompt attention to the above matters.

Very truly yours,

RHOADS & SINON LLP

By: 
Dean F. Piermattei 

Enclosures

Exhibit “D”

HARRISBURG INTERNATIONAL AIRPORT
GALLONS BY MONTH 2002[illegible]

6/22/2007

HARRISBURG INTERNATIONAL AIRPORT		GALLONS BY MONTH 2003													
SIGNATORY PASSENGER AIRLINES:		January-03	February-03	March-03	April-03	May-03	June-03	July-03	August-03	September-03	October-03	November-03	December-03	December-03	GRAND TOTALS
		Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	
Allegiant		12,954	10,147	13,827	9,383	9,484	9,721	9,321	8,713	8,882	9,057	13,767	11,702	17,958	127,858
Atlantic Coast - United Express		14,848	48,822	90,505	78,442	84,911	85,532	90,352	83,138	81,590	85,028	90,760	90,411	92,039	922,039
American Eagle		78,557	65,251	67,028	72,682	62,448	74,502	78,113	81,924	77,233	80,830	92,184	98,383	99,060	999,060
Atlantic Southeast		21,105	17,211	22,136	15,959	16,261	0	0	0	0	0	0	0	0	82,872
Comair Airlines		88,332	99,423	103,426	78,902	97,741	105,160	104,718	125,802	94,538	118,148	128,258	140,891	1,389,740	1,389,740
Continental		7,439	6,345	4,904	4,951	5,657	3,885	4,255	2,895	3,475	2,534	982	1,349	48,693	48,693
Continental Airlines		27,082	20,935	22,303	21,681	22,579	21,247	18,524	18,624	17,518	24,979	25,221	27,573	288,185	288,185
North West Airlines		70,177	71,128	71,298	75,104	87,046	90,484	102,525	101,781	89,032	105,590	105,559	103,442	1,093,649	1,093,649
United Airlines		135,181	90,557	94,379	80,155	95,077	85,502	84,324	84,957	78,581	88,187	93,638	89,634	1,101,392	1,101,392
US Airways		20,572	34,537	28,787	18,442	18,995	35,423	48,514	48,353	28,295	40,724	40,060	38,404	394,506	394,506
USA4 Express		70,692	51,015	90,187	99,392	102,878	94,024	95,748	94,308	101,728	110,847	82,025	88,182	1,099,092	1,099,092
PASSENGER TOTAL		548,939	523,372	608,838	553,033	613,075	605,560	646,495	649,613	589,272	677,435	862,434	844,271	7,386,037	7,386,037
SIGNATORY CARGO AIRLINES:															
Airborne Express		32,210	29,859	27,505	34,013	24,873	31,036	35,059	25,414	38,500	26,504	34,220	31,688	372,677	372,677
Emery		39,780	38,188	47,167	82,547	60,343	48,885	40,022	49,431	42,431	49,455	38,409	35,853	588,641	588,641
Federal Express		167,334	185,201	143,522	154,704	162,594	169,004	170,715	133,857	100,646	109,107	88,814	120,854	1,705,952	1,705,952
Federal Express Feeder		1,726	1,265	1,761	2,601	2,552	2,351	2,505	2,332	2,518	2,490	2,125	2,385	28,682	28,682
UPS		46,653	50,724	33,288	42,107	36,005	43,310	25,839	24,181	13,655	23,458	23,084	41,452	464,756	464,756
CARGO TOTAL		287,703	315,226	253,243	315,972	275,167	295,586	276,137	235,816	197,151	213,914	184,742	232,872	3,078,628	3,078,628
NON-SIGNATORY/JET A TOTAL															
NON-SIGNATORY/JET A TOTAL		96,516	73,255	66,885	68,981	97,935	105,121	113,275	117,534	147,458	125,858	113,315	106,481	1,274,604	1,274,604
NON-SIGNATORY/JET A TOTAL		2,388	1,381	2,247	2,446	2,884	2,970	3,492	3,344	3,323	3,851	2,259	2,463	32,826	32,826
FBO TOTALS		935,637	913,214	951,193	958,432	989,881	1,014,237	1,039,298	1,056,606	937,804	1,019,868	982,747	1,026,287	11,771,885	11,771,885
RESIDENT CORPORATE:															
Select Transport		7,659	0	0	0	0	0	7,682	7,710	0	7,745	0	7,768	38,764	38,764
Hiersey		12,752	6,553	0	0	0	0	0	0	0	0	0	0	18,310	18,310
Road		1,501	15,602	15,604	7,802	23,400	15,601	7,800	15,801	15,600	15,800	15,601	7,800	172,012	172,012
RESIDENT CORPORATE TOTAL		36,212	22,155	15,604	7,802	23,400	15,601	15,482	23,511	15,600	23,545	15,601	15,568	230,086	230,086
GRAND TOTAL		971,749	935,574	966,787	966,234	1,013,251	1,029,838	1,053,881	1,029,817	953,404	1,043,213	998,348	1,040,855	12,081,971	12,081,971
GRAND TOTAL															12,081,971

6/22/2007

HARRISBURG INTERNATIONAL AIRPORT		January-05	February-05	March-05	April-05	May-05	June-05	July-05	August-05	September-05	October-05	November-05	December-05	GRAND TOTALS
SIGNATORY PASSENGER AIRLINES:		Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	
AIR Gategroup		7,492	8,305	9,125	8,997	9,395	8,896	8,997	9,543	8,801	10,048	8,895	7,800	100,214
American Eagle		88,889	83,868	89,918	78,053	83,556	82,794	89,025	87,850	87,559	84,559	91,455	91,295	1,040,470
Atlantic Southeast		85,812	97,316	116,936	83,218	93,022	101,082	101,529	99,341	125,081	102,449	89,812	79,414	1,175,029
Comair Airlines		65,572	59,103	59,434	49,884	36,109	36,891	46,891	52,203	61,559	72,091	42,351	31,597	612,485
Comair		669	0	0	0	0	0	0	0	0	0	0	0	669
Continental Airlines		21,821	22,434	22,592	19,053	17,548	18,804	18,193	18,765	22,169	32,120	32,716	38,098	282,423
North West Airlines		165,971	148,912	163,163	162,922	171,017	171,029	154,029	160,971	155,874	130,831	127,769	154,051	1,856,987
United Airways		43,142	30,108	29,124	22,747	59,269	47,767	40,817	39,474	20,517	27,374	52,348	45,776	459,461
US Airways		31,152	17,005	13,961	7,371	8,895	18,175	134,767	26,076	13,301	84,821	7,377	4,621	346,523
US Airways Express		94,078	101,556	119,659	120,760	130,720	131,449	10,105	124,985	115,085	133,683	127,163	107,785	1,317,221
World Fuel		59,854	105,189	141,099	48,881	57,729	95,100	99,485	90,485	79,411	54,430	79,084	93,957	1,008,019
Air Wisconsin		6,928	1,699	24,187	24,187	22,571	36,075	40,102	39,895	39,829	25,407	0	0	235,770
Air Jazz		0	0	0	0	0	0	0	0	0	0	0	0	0
TSA		46,051	48,193	49,084	69,991	69,604	23,893	13,065	14,913	18,717	14,743	35,513	39,070	430,787
PASSENGER TOTAL		728,338	721,006	815,023	894,764	746,675	766,934	756,700	784,572	746,704	762,466	893,480	695,416	9,281,087
SIGNATORY CARGO AIRLINES:		Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	
Albion Express		48,528	42,099	40,569	37,327	42,801	39,098	42,504	55,558	43,754	51,560	62,572	29,927	535,234
Emery		14,649	5,598	5,911	0	0	0	0	0	0	0	0	0	20,129
Federal Express		113,793	99,337	122,495	112,079	96,424	109,749	109,551	120,284	125,200	105,551	4,825	130,593	1,238,941
Federal Express Feeder		2,890	2,685	3,485	2,731	2,705	2,850	2,834	3,275	3,659	4,857	99,224	4,450	135,659
UPS		37,425	27,558	65,046	65,180	54,954	55,844	64,535	60,569	79,713	80,987	78,411	92,723	753,005
CARGO TOTAL		217,265	176,266	237,606	217,317	186,684	207,541	218,424	239,714	252,327	243,955	245,232	246,693	2,689,954
AIR BIP		274	0	0	0	0	0	0	0	0	0	0	0	274
NON-SIGNATORY/JET A TOTAL		78,135	78,574	99,313	73,933	82,574	117,974	81,800	110,525	77,570	118,107	89,275	69,227	1,074,207
NON-SIGNATORY/JAV GAS TOTAL		1,177	1,784	2,210	2,513	2,510	3,101	2,453	2,676	3,171	2,847	2,309	1,089	27,639
NON-SIGNATORY TOTAL		77,586	80,458	101,523	76,446	85,084	121,075	84,253	113,201	80,841	120,954	91,584	69,315	1,102,320
FBO TOTALS		1,020,209	977,750	1,154,052	986,527	1,020,443	1,095,560	1,059,377	1,117,487	1,075,872	1,127,365	1,030,286	1,091,423	12,672,351
RESIDENT CORPORATE:		Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	Aero Services	
Shed Transport		7,843	7,587	7,880	7,845	7,844	15,465	15,425	7,584	15,445	15,420	7,809	15,540	132,058
Rheak		23,528	23,478	15,759	15,480	23,068	15,603	15,404	19,409	23,140	23,237	15,654	15,727	225,487
Hershey Foods		13,950	23,225	14,299	14,755	16,094	15,287	17,314	19,093	15,760	15,611	12,939	10,414	188,128
RESIDENT CORPORATE TOTAL		44,722	54,391	37,938	38,000	47,004	46,355	48,143	42,168	54,346	54,268	36,402	41,681	545,713
GRAND TOTAL		1,864,941	1,832,341	1,991,987	1,825,637	1,867,417	1,941,915	1,907,520	1,959,693	1,934,218	1,981,633	1,866,698	1,843,104	13,216,064

THIS AIRLINE REPORT IS FOR JAVEL. PROVIDED BY JAVEL. FOR MONTH 2005

Exhibit “E”

Damages

Stambaugh Air Service vs Susquehanna Area Regional Airport Authority

Background

Basis. Stambaugh Air Service Inc occupied hangar space at Harrisburg International Airport from 1973 through 2003. The business occupied Building 28, which was hangar space and shop and office space. It also occupied Hangar 133 and Hangar 134.

Between 1973 and 1988 the business of the company was primarily focused on military contracts. The principle contracts were with the Navy and were composed of "Standard Depot Level Maintenance" on various aircraft models in the Naval Aviation training fleets.

In 1988 the company shifted its focus to repair and maintenance of civil commercial aircraft, and by 1990 the company was uniformly in the civil aviation business.

The internal structure of the company depended upon leadmen, each of whom had an assigned crew. While the majority of the crews were assigned to metal work, fuselage and flight surface repairs, there were a number of leadmen and crews assigned to a flexible schedule that allowed them to provide ground handling and ground services to based and transient customers.

This section of the company provided all Fixed Base Operator (FBO) services described in the FAA Circulars with the exception of flight instruction and air charter. The company provided hangar space, tie down, fuel, oil, maintenance, and aircraft sales.

The nature of the aviation market at Harrisburg International Airport militated against the existence of a "full time" FBO. Transient flights, transient fuel sales and ramp parking were sporadic. The majority of the scheduled carriers provided their own fuel, limiting the FBO involvement to upload, ground handling and maintenance. Some cargo carriers also provided their own fuel. So for cargo, ground handling as well as cargo management services were made available.

Over the course of two decades, the services provided by Stambaugh changed because the passenger and cargo flights changed. Some carriers increased their flights and began to provide their own ground service. During the same time period, some carrier flights

decreased and the Stambaugh services were necessary but diminished. However, the common element that Stambaugh provided on the field was "on call" maintenance. Stambaugh, until the day that it left HIA, was the sole source for the on call maintenance provided by licensed mechanics that is required by scheduled air carriers in order to comply with FAA requirements. No FBO serving HIA after Stambaugh, had the qualified and licensed personnel to provide on call maintenance to the heavy jets that composed the majority of the flights into and out of HIA.

In the third term of the Stambaugh Lease, the airport asked Stambaugh to provide a dedicated FBO office. That office was created in Building 134 because it was the only leasehold space adaptable for an FBO office. Stambaugh then initiated a series of requests for locations on the airport on which to build or purchase an FBO office. It requested construction areas located west of Building 134. This request was denied by SARAA. It attempted to purchase the AMP hangar. However, SARAA refused to extend the ground lease and ultimately purchased that hangar itself. Finally, it requested controlled ramp access to FBO Customers utilizing the FBO facility in Building 134. This also was denied.

Damages

The question before the Court will be how was the business of Stambaugh damaged by SARAA's termination of its FBO authority and its failure to allow the company to continue business at HIA.

The description of this damage must be viewed in a "cascade analysis."

First the denial of the continuation of FBO rights had two effects. First, the company lost the gross income from that service and second, the company was denied a location that would have survived the terminal expansion. That relocation, on the airport would have allowed the company to continue its FBO services into the future and the argument is that the company's structure was the sole corporate profile that could have made money at HIA.

Relating to the description of the corporate structure contained above in "Background," Stambaugh was the only tenant at the airport which did not have to have personnel solely

dedicated to FBO services. The FBO service and the heavy aircraft services were married in that the company management cross trained employees to perform both FBO and Maintenance services and, thereby, there was no lost productivity when there were no flights in HIA to be serviced by the FBO.

So fueling revenue was lost, and a permanent location at HIA was lost through the leasing of that location to another company. When SARAA made that decision, the cascade of damages began.

The loss of the revenue from fuel denied the company any fall back financial strength when the September 11, 2001 attacks affected aviation. That post 9/11 downturn forced the company to seek bankruptcy protection in June 2002. With the planned Airport expansion SARAA then terminated the company's ability to remain on the airport. In 2003 the company then incurred costs to move its operations to Georgia, because Stambaugh's was denied the AMP lease or purchase and had no other location on the airport.

On a secondary level, Stambaugh also lost the support and ground power work for the FBO customers. This work, which was composed of ground power, ground equipment and certain aviation repairs represented 10% to 12% of the company gross. The ground power shop occupied approximately 14,000 square feet of Building 28 and had licenses as a Pennsylvania Inspection Station.

1. Income from fuel sales was composed of two components. One was the "upload" fee charged to carriers which stocked their own fuel at HIA. The second was a true sale at retail. The labor component for the cost of sales for the fueling operation was integrated with the labor cost for the entire company.
2. Lost revenue has been extrapolated from the fuel figures supplied on the 27th of June, 2007. Those figures are expressed on the attached sheet.
3. The Gross Revenue Cost of Sales and Gross Profit is expressed on the attached sheet. The loss of Fuel Revenue only incrementally affected the Gross Profit because the labor was retained for other projects and the adjustments to Cost of Sales were a diminution in internal Ground Power costs plus Fuel Farm rental.
4. The difference in the gross sales for 2000 and 2001 and 2002 was a the termination of the right to sell fuel and b the impact of 9/11. The average

- 5 difference in gross revenue is 1.09 million over the length of the normal lease plus extensions. This is the calculation of the lost revenue as well as the lost opportunity at HIA over a straight line reflecting the flat market trends at HIA.
 $1.09 \text{ million} \times 5 \text{ years} = 5.45 \text{ million}$ in lost revenue on sales of fuel over original and two 5 year extensions ($5.45 \times 3 = \$16,350,000$) \$16,350,000

- 6 In addition to the lost fuel sale revenue, the following costs were incurred in the termination of fuel sales.

a. Cost of rehabbing fuel farm within 6 months of termination of rights	\$ 28,000
b. Cost of transferring fuel trucks to GA	\$ 45,297
c. Cost of transferring Surface tanks	\$ 3,182
d. Cost of scrapping fuel and ground handling Equipment (replacement cost minus salvage)	\$ 143,000
e. Labor for Packing and Shipping (2000 hr)	\$ 40,000

- 7 Loss of secondary maintenance work associated with lost fuel services 12%

Ground Power and aircraft: \$962,000

a. $\$962,000 \times 5$ (Lease Term) =	\$ 4,810,000
b. Lease Extension of 10 years (2 term) ($\$4,810,000 \times 2 = \$9,620,000$)	\$ 9,200,000

- 8 The refusal to allow a lease of the AMP building or other Space at the airport on which to operate caused the Company to move its operations to Georgia facilities

a. Cost of managers lodgings for one year. ($\$875 \times 12 = \$10,200$)	\$ 10,500
b. Per Diems and travel for relocated employees.	\$ 141,463
c. Employee apartments ($\$2,956 \times 12 = \$35,481$)	\$ 35,481
d. Furniture rental for relocation.	\$ 5,621

- 9 Costs incurred in the filing of Bankruptcy

a. Trustees Fees	\$ 30,250
b. Professional Fees	\$ 53,386
c. Administrative Fees	\$ 35,285

10 Costs incurred in the negotiations with SARAA for FBO and Building rights	\$ 14,990
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Total Damages:	\$30,946,455
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